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Clerk of the Superior Court
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JANE DOE

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JANE DOE, individually

Plaintiff,

v.

OCEANIC ENTERPRISES, a California Corporation; OCEANIC ENTERPRISES LLC, a California Corporation; OCEANIC SB LLC, California Corporation; OCEANIC SB LP, a California Corporation; OCEANIC SONOMA LLC, a California Corporation; OCEANIC SONOMA LP, a California Corporation; OCEANIC LAGUNA BEACH LLC, a California Corporation; OCEANIC LAGUNA BEACH LP, a California Corporation; MANOJ CHAWLA, an individual, and DOES 1 through 50, inclusive.

Defendants.

Case No. 25CU019667C

COMPLAINT FOR DAMAGES

1. Sexual Assault;
2. Sexual Battery;
3. Gender/Sex Discrimination in Violation of FEHA (Gov. Code §12940, *et seq.*);
4. Sexual Harassment in Violation of FEHA (Gov. Code §12940, *et seq.*);
5. Failure to Prevent Discrimination (Gov. Code §12940, *et seq.*);
6. Retaliation in Violation of FEHA (Gov. Code §12940, *et seq.*);
7. Intentional Infliction of Emotional Distress;
8. Failure to Pay Earned Wages (Lab. Code §204, 210);
9. Failure to Pay Overtime Wages (Lab. Code §510)
10. Failure to Pay Minimum Wages (Lab. Code §1197 and §1197.1)

DEMAND FOR JURY TRIAL

1. Plaintiff JANE DOE ("Plaintiff") individually, brings this action against Defendants OCEANIC ENTERPRISES, a California Corporation; OCEANIC ENTERPRISES LLC, a California Corporation; OCEANIC SB LLC, California Corporation; OCEANIC SB LP, a California Corporation; OCEANIC SONOMA LLC, a California Corporation; OCEANIC SONOMA LP, a California

Corporation; OCEANIC LAGUNA BEACH LLC, a California Corporation; OCEANIC LAGUNA BEACH LP, a California Corporation (together “Defendant Company”); MANOJ CHAWLA, an individual, and DOES 1 through 50, inclusive.

PARTIES

2. Plaintiff is, and at all times relevant to this action was, a resident of California. She resided in various cities in California, due to the demands of her job with Defendant Company. The events giving rise to this action arose in La Jolla, Santa Barbara, Sonoma, and Laguna Beach, California.

3. Plaintiff is informed and believes, and based thereon alleges, that Defendant Oceanic Companies, Inc. is a Delaware Corporation and is authorized to do business in California with its primary place of business in San Diego.

4. Defendant Manoj Chawla is, and at all times relevant to this action was, the Chief Executive Officer and owner of Defendant Companies. and an individual residing in San Diego, California.

5. Plaintiff does not know the true names of Defendants Does 1 through 50, inclusive, and therefore sues them by those fictitious names. The names, capacities, and relationships of Defendants Does 1 through 50, inclusive, will be alleged by amendment to this Complaint when the same are known to Plaintiff. Such Does are legally responsible for the events and happenings described herein and for the damages proximately caused thereby. Plaintiff will seek the leave of the Court to amend this complaint to set forth the true names and capacities of any such Does when they have been ascertained.

6. On information and belief, at all times mentioned herein, defendants, inclusive and each of them, including without limitation any Does, were acting in concert and participation with each other; were joint participants and collaborators in the acts complained of; and were the agents and/or employees of one another in doing the acts complained of herein, each acting within the course and scope of said agency and/or employment.

7. Defendant Companies, Manoj Chawla, and Does 1 through 50, inclusive, are collectively referred to hereafter as “Defendants.”

JURISDICTION AND VENUE

8. This Court has jurisdiction over Defendants because at all times relevant, they were

1 authorized to transact and are transacting business in California.

2 9. Venue is proper in this Court pursuant to Code of Civil Procedure § 395.5, because
3 Defendant's principal place of business is 9685 Via Excelencia, Suite 208, San Diego, California, 92126
4 listed on each Defendant's Statement of Information filed with the California Secretary of State.

5 ***EXHAUSTION OF ADMINISTRATIVE REMEDIES***

6 10. On or about April 11, 2025, Plaintiff obtained a Right to Sue Letter from the California
7 Civil Rights Department attached hereto as Exhibit A.

8 ***GENERAL ALLEGATIONS***

9 11. Plaintiff is a 32-year-old Ukrainian woman seeking asylum in the United States. She
10 immigrated to the United States on or about November 4, 2022.

11 12. Before coming to the U.S., Plaintiff had more than five years of hotel administration
12 experience in Europe, event related experience, and administrative experience in other positions such as
13 sales, retail and HR.

14 13. Upon arrival in the U.S., Plaintiff worked hard to gain employment and language skills.
15 She took a course online to learn the American hospitality industry and to improve her English.
16 Thereafter, Plaintiff who was living in San Diego at the time, applied to hotel hospitality positions.

17 **A. Plaintiff Began Working for Oceanic Enterprises**

18 14. On or about April 15, 2024, Rubi Tetrault, Vice President of Operations ("Tetrault"), and
19 Defendant Manoj Chawla, President, ("Chawla"), interviewed Plaintiff for a position as an Assistant
20 General Manager at the Cormorant Hotel in La Jolla, California.

21 15. The following day, Tetrault offered Plaintiff a job, but proposed a different position- a
22 temporary three weeklong position in Morro Bay, California that would function as Plaintiff's training.
23 Plaintiff accepted, eager to gain employment and begin her first job in the United States.

24 16. On or about April 22, 2024, Plaintiff commenced her training at the Morro Bay Ascot
25 Suites as an Assistant General Manager, supervised by Operations Manager Felipe Domingo
26 ("Domingo").

27 17. Approximately one month after Plaintiff began work for Defendants, on or about May 14,
28 2024, Domingo informed Plaintiff that Defendants planned to transfer her to the Pacific Crest Hotel in

1 Santa Barbara to work as an Assistant General Manager, earning \$25 per hour.

2 **B. Chawla Began to Sexually Harass and Sexually Assault Plaintiff**

3 18. On or about the evening of May 14, 2024, Chawla arrived in Morro Bay to allegedly help
4 Plaintiff transition to her new position. Plaintiff and Chawla each drove their own cars to Santa Barbara
5 and arrived around 10pm.

6 19. Chawla offered to find food for dinner. She accepted his offer, since she was in an
7 unfamiliar city and believed that Chawla wanted to help her acclimate to her new surroundings. And she
8 was hungry.

9 20. Chawla took Plaintiff to downtown Santa Barbara. He did not order Plaintiff dinner, as he
10 had promised. Instead, Chawla ordered Plaintiff wine and ordered hard liquor for himself. When she
11 protested that she was hungry, he found chips.

12 21. They returned to the Pacific Crest Hotel around 1am, where Plaintiff understood she
13 would sleep in her own room.

14 22. When Chawla asked Plaintiff if she wanted to sit and drink more wine, she said she
15 needed to wake up since “tomorrow is my first day here.” Plaintiff wanted to go to bed, but she did not
16 want to be rude to her new boss.

17 23. When he asked if she wanted to swim in the hotel pool, she agreed to change into her one-
18 piece bathing suit, again, afraid to say no to Chawla. She inadvertently left her room key with her
19 clothes locked inside her hotel room.

20 24. When she reconnected with Chawla, she tried to put a stop to his behavior and said she
21 did not want to swim because it was cold. Chawla said, “Let’s open a room with a hot tub.”. Plaintiff felt
22 she had no choice. She decided she would go for a short time to appease Chawla. In the hot tub, Plaintiff
23 started to feel sick and extremely tired and left after only a few minutes.

24 25. Because it was well after 9pm, the front desk of the hotel was unstaffed, so Plaintiff could
25 not get a new key to her room. Plaintiff knew that Chawla, as the owner, had a master key to all the
26 rooms of the hotel. Plaintiff asked to borrow Chawla’s master key; however, the key did not work to her
27 room. Plaintiff stood in the front yard of the hotel wearing just a bathing suit, jacket, and scarf. She was
28 exhausted and stranded.

1 26. Chawla offered to let Plaintiff stay in his room, promising he would not touch her. Out of
2 desperation, Plaintiff agreed. However, as soon as Plaintiff closed her eyes to try to sleep, Chawla tried to
3 wrap his arms around her and touch her breasts. Plaintiff removed his hands from her breasts. Chawla
4 persisted in trying to touch her. Each time, Plaintiff removed Chawla's hands. Plaintiff was terrified and
5 barely slept.

6 **C. Chawla Continues His Inappropriate Sexual Behavior**

7 27. On or about May 18, 2024, Plaintiff took a day off work to travel to San Diego to finish
8 moving her belongings to Santa Barbara. Chawla insisted Plaintiff stay with him in Laguna Beach.
9 Chawla took Plaintiff to the Art Hotel in Laguna Beach, bought her wine, and tried to touch her. He did
10 not tell her in advance that he only reserved one room, so she had nowhere else to go.

11 28. Plaintiff did not want to have sex with Chawla. Plaintiff told Chawla she did not want
12 anything more than a working relationship and emphasized that Chawla was married and should remain
13 faithful to his wife. Eventually he stopped. Again, she barely slept.

14 29. Plaintiff began to fear whether Chawla would continue to harass her, worry about what he
15 would do next, and fear for her job security for attempting to reject his advances. She began to
16 experience difficulty sleeping, swings in her appetite, and severe stomach pain.

17 30. In spite of Plaintiff's attempts to do her job in peace, Chawla continued to make
18 unwelcome advances. On or about May 22, 2024, he bought her a plane ticket from Santa Barbara to San
19 Francisco, allegedly so she could help him inspect a new hotel in Sonoma, California that he was
20 planning to purchase, Sonoma Coast Villa. Chawla met Plaintiff at the San Francisco airport, rented a
21 car, and drove them both to Sonoma.

22 31. He booked one room for both. Again, Plaintiff made it clear to Chawla that she only
23 wanted a work relationship. However, Chawla tried to undress her and engage in anal sex. Plaintiff asked
24 Chawla to stop. He complied. But Plaintiff felt used and abused.

25 32. On or about May 24, 2024, Defendants transferred Plaintiff again, this time to the Art
26 Hotel in Laguna Beach, curiously closer to Chawla's home.

27 **D. Chawla Forces Plaintiff to Have Sex with Him**

28 33. On May 28, 2024, Chawla insisted Plaintiff accompany him back to Santa Barbara

1 allegedly to train her on how to install a WIFI system. Chawla planned to install WIFI in Santa Barabra
2 and told Plaintiff he wanted her to observe so that she would be able to do the same if her hotel needed
3 technology assistance.

4 34. That night, Chawla invited Plaintiff to dinner. Chawla insisted Plaintiff drink alcohol and
5 ordered her a margarita. When she went to the bathroom, she left her drink unattended. After Plaintiff
6 drank the cocktail, she immediately felt ill. The night became blurry for Plaintiff. Chawla pressured
7 Plaintiff to have sex with him. Plaintiff became dizzy, confused, fearful for her job, and physically
8 unable to resist Chawla's assault. Chawla succeeded in forcing himself on Plaintiff.

9 **E. Chawla Makes Plaintiff General Manager of His New Hotel in Sonoma and Violates the**
10 **California Labor Code**

11 35. Just over a week later, the Company transferred Plaintiff yet again. On or about June 10,
12 2024, Plaintiff began work at the Sonoma Coast Villa property.

13 36. Five days later, on or about June 19, 2024, Kushal Chawla (Manoj Chawla's brother)
14 visited the Sonoma Coast Villa and informed Plaintiff that her new title would be General Manager of the
15 Sonoma Coast Villa. Defendants made Plaintiff an exempt employee and paid her an annual salary of
16 \$70,000.

17 37. As the alleged General Manager, Plaintiff spent approximately 6 weeks working double
18 shifts seven days a week. She had very little help and spent most of her time running the front desk as
19 opposed to conducting managerial duties. She did not have authority to make decisions without an
20 administrator's approval, such as Tetrault. For example, when the chlorine levels in the hotel pool were
21 too low, Plaintiff did the legwork to find a maintenance crew to assist, but Tetrault told her not to touch
22 the pools. Even though Plaintiff knew guests should not swim with the dangerously low chlorine, she
23 had to defer to Tetrault. Plaintiff did not have the authority to hire or fire employees without a higher-
24 up's approval.

25 **F. Chawla Continues to Pursue Plaintiff Despite Her Ongoing Protests**

26 38. Sometime in June 2024, Chawla offered to buy Plaintiff a ticket to San Diego to attend a
27 party at his house when his wife would not be home. Chawla asked Plaintiff to invite one her girlfriends
28 with her for company for his male friend. She declined Chawla's invitation.

1 39. On or around this time, Tetrault became aware of Chawla’s messages to Plaintiff and on
2 information and belief, learned that Chawla was pursuing Plaintiff. Tetrault did nothing to stop the
3 behavior. In fact, she appeared upset with Plaintiff.

4 40. On or about June 30, 2024, Chawla arrived in Sonoma to pursue Plaintiff. He rented a
5 room at a separate hotel, the Timber Cove Lodge. That night, Chawla bought several bottles of wine and
6 pushed Plaintiff to drink. Chawla again forced Plaintiff to have sex.

7 41. After Chawla pressured Plaintiff to have sex, he stopped communicating with her. When
8 she asked him routine work questions via text, as she had been doing, he would only address her work
9 concerns sporadically or on team zoom calls.

10 42. A few weeks later, on or about July 14, 2024, Chawla returned to the Sonoma Coast Villa
11 to allegedly review the hotel’s maintenance needs. Plaintiff was supposed to have this day off work.
12 Chawla insisted Plaintiff accompany him to lunch. Plaintiff agreed to a meal, but only a meal. Chawla
13 did not listen. After lunch, he took Plaintiff to a bar, ordered Plaintiff a beer and pushed her to drink it
14 quickly. After lunch, Chawla took Plaintiff back to the hotel and forced Plaintiff to have sex with him
15 again. Then he left for the airport.

16 43. After Chawla left Sonoma, he again refused to communicate with Plaintiff about work.
17 Plaintiff became concerned Defendants would fire her. She texted Chawla on or about July 26 to find out
18 if her position was secure. Chawla still refused to talk to Plaintiff.

19 44. On or around the end of July 2024, another employee joined the staff at the Sonoma Crest
20 Hotel. Plaintiff began to get 2 days off per week. She still often worked 9–10-hour shifts and worked
21 additional hours off-site.

22 **G. Plaintiff Reported Chawla’s Sexual Harassment and Abuse to HR; Defendants Fail to**
23 **Investigate, and Instead Attempt to Intimidate Plaintiff**

24 45. On or about July 28, 2024, Plaintiff contacted Sarah Loughry, Human Resources Manager
25 (“Loughry”), and asked her to send Plaintiff an official contract or employment agreement. Plaintiff
26 continued to work long hours and had bounced around multiple cities yet never had an offer letter or
27 employment agreement. Loughry never answered.

28 46. Around this time, Plaintiff began to feel extremely unsafe at the hotel. She began

1 experiencing panic attacks. She feared Chawla returning. On or around August 7, 2024, Plaintiff moved
2 from her manager's apartment on the Sonoma Coast Villa property into her friend's house to try to
3 increase her safety.

4 47. On or about August 9, 2024, Plaintiff emailed Chawla "I called in sick because the
5 thought of coming back to work and you forcing me to have sex with you again is making me sick.
6 Please promise me that you won't try to have sex with me, and everything will be on a professional
7 level."

8 48. On or about August 13, 2024, Plaintiff informed Defendants she hired counsel.

9 49. On or around August 14, 2024, Plaintiff reported Chawla's sexual harassment to Loughry.
10 Plaintiff told Loughry that Chawla had forced her to drink alcohol to get her drunk and pressured her to
11 have sex with him.

12 50. Loughry did not report this harassment and assault to upper-level management. There
13 was no investigation. Loughry only asked Plaintiff if she was willing to continue working for
14 Defendants. Plaintiff was an immigrant with no family in the country who needed experience and income
15 and was still working to improve her English. Yes, she needed this job.

16 51. Loughry offered to transfer Plaintiff yet again to another hotel. Plaintiff agreed and
17 requested a return to southern California where she had a few more friends.

18 52. Two days later, on or about August 16, 2024, Plaintiff spoke with Loughry again and
19 provided more detail on Chawla's behavior.

20 53. Plaintiff moved to southern California on or about August 29, 2024.

21 54. On or around September 4, 2024, Plaintiff returned to the Art Hotel in Laguna Beach to
22 work as a General Manager. Defendants continued to pay Plaintiff the same salary. Plaintiff worked
23 overtime occasionally, but still did not have the authority to hire, fire, or make decisions independently.

24 55. On or about October 29, 2024, Loughry reached out to Plaintiff and suggested that she
25 talk directly with Defendants and fire her counsel to save the cost of attorney's fees. Defendants also
26 offered to obtain counsel for Plaintiff that would advise her of her rights. Plaintiff refused.

27 56. Plaintiff suffers ongoing fear, anxiety, eating issues, panic attacks and tremors in her
28 hands because of Defendants' behavior.

FIRST CAUSE OF ACTION
Sexual Assault
Cal. Civ. Code § 1708
(Against Defendant Chawla)

57. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

58. In committing the acts alleged herein, Defendant Chawla put Plaintiff in imminent apprehension of a harmful or offensive contact.

59. Plaintiff reasonably believed that Chawla was about to touch her in a harmful or offensive manner.

60. Plaintiff did not consent to Defendant Chawla's conduct.

61. As a direct and proximate result of the assault, Plaintiff was harmed.

62. Chawla's conduct was a substantial factor in causing Plaintiff's harm.

63. The conduct of Defendants was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendant and its agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against Defendants.

WHEREFORE, Petitioner prays for judgment against Respondents as set forth below.

SECOND CAUSE OF ACTION
Sexual Battery
Cal. Civ. Code § 1708.5
(Against Defendant Chawla)

64. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

65. Defendant Chawla's acts as alleged herein were intended to cause, and did cause, harmful or offensive contact.

66. Plaintiff did not consent to Defendant Chawla's acts of unwanted sexual contact.

67. Defendant Chawla's conduct was a substantial factor in causing Plaintiff severe emotional distress, including but not limited to, anxiety, eating issues, tremors, feeling unsafe.

68. A reasonable person in Plaintiff's situation would have been offended by the contact.

69. The conduct of Defendants was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendant and its agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against Defendants.

WHEREFORE, Petitioner prays for judgment against Respondents as set forth below.

THIRD CAUSE OF ACTION
Sex Discrimination
Violation of Gov. Code §12940
(Against All Defendants)

70. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

71. At all relevant times, Plaintiff was employed by Defendants.

72. Defendants engaged in a pattern and practice of unlawful discrimination because Plaintiff was a woman and immigrant.

73. Defendants forced Plaintiff to work double shifts without proper compensation pursuant to the California Labor Code, moved her location to five different cities in less than a 6 month period, and subjected Plaintiff to sexual advances.

74. Plaintiff's sex was a substantial factor in Defendants' conduct.

75. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

76. As a direct and proximate result of the above violations, Plaintiff has suffered damages in the form of past and future wage losses, lost benefits, other pecuniary losses, in an amount to be proven at trial.

77. As a further direct and proximate result of the Defendants' conduct, Plaintiff suffered and continues to suffer, deep anxiety, panic attacks, humiliation, embarrassment, mental anguish, and emotional and physical distress.

78. The conduct of Defendants was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendant and its agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against Defendants.

79. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to Government Code § 12965(b).

WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

FOURTH CAUSE OF ACTION
Sexual Harassment
Cal. Gov. Code § 12940(j)
(Against all Defendants)

80. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

81. At all relevant times, Plaintiff was an employee of Defendants.

82. Plaintiff endured harassing conduct by Defendants because she is a woman.

83. As alleged herein, Defendant's harassing conduct was severe or pervasive.

84. A reasonable woman in Plaintiff's circumstances would have considered the work environment to be hostile, intimidating, offensive, oppressive, and abusive.

85. Plaintiff considered the work environment to to hostile, intimidating, offensive, oppressive, and abusive.

86. The CEO of the company that employed Plaintiff engaged in the conduct.

87. Plaintiff was harmed.

88. As a direct and proximate result of the above violations, Plaintiff has suffered damages in the form of past and future wage losses, lost benefits, other pecuniary losses, in an amount to be proven at trial.

89. As a further direct and proximate result of the Defendants' conduct, Plaintiff suffered and continues to suffer, deep anxiety, panic attacks, humiliation, embarrassment, mental anguish, and emotional and physical distress.

90. The conduct of Defendants was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendant and its agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against Defendants.

91. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to Government

1 Code § 12965(b).

2 WHEREFORE, Petitioner prays for judgment against Respondents as set forth below.

3 **FIFTH CAUSE OF ACTION**
4 **Failure to Prevent Discrimination, Harassment, and Retaliation**
5 **Cal. Gov. Code § 12940 (k)**
6 **(Against All Defendants)**

7 92. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
8 forth in this Complaint.

9 93. At all relevant times, Plaintiff was an employee of Defendant.

10 94. Plaintiff was asubjected to harassment, discrimination, and retaliation in the course of her
11 employment based on her protected status as a woman.

12 95. Defendants failed to take all reasonable steps necessary to prevent harassment,
13 discrimination, and retaliation against Plaintiff.

14 96. Plaintiff suffered and continues to suffer harm as a result of Defendants' conduct.

15 97. Defendants' failure to take all reasonable steps to prevent harassment, discrimination, and
16 retaliation was a substantial factor in causing Plaintiff's harm.

17 98. As a direct and proximate result of the above violations, Plaintiff has suffered damages in
18 the form of past and future wage losses, lost benefits, other pecuniary losses, in an amount to be proven
19 at trial.

20 99. As a further direct and proximate result of the Defendants' conduct, Plaintiff suffered and
21 continues to suffer, deep anxiety, panic attacks, humiliation, embarrassment, mental anguish, and
22 emotional and physical distress.

23 100. The conduct of Defendants was malicious, fraudulent, or oppressive and done with a
24 willful and conscious disregard for Plaintiff's rights. Defendant and its agents/employees or supervisors,
25 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled
26 to punitive damages against Defendants.

27 101. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to Government
28 Code § 12965(b).

WHEREFORE, Petitioner prays for judgment against Respondents as set forth below.

SIXTH CAUSE OF ACTION
Gender/Sex Retaliation in Violation of FEHA
(Government Code § 12940, et seq.)
(Against All Defendants)

102. Petitioner re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

103. As alleged above, Petitioner objected to Chawla's sexual advances and unwanted contact. As a result of her continued objections and attempts to refuse his advances, Defendants isolated Plaintiff in Sonoma where she had no community in the attempt to make her more reliant on Chawla and succumb to his advances. In isolating Plaintiff in Sonoma, Defendants forced her to work well over 8 hours in a day, effectively paying her less than minimum wage for her hours.

104. Moreover, after Chawla decided he was done with Plaintiff sexually, he ghosted her, stopped responding to her work questions, and made her fear for her job and her safety.

105. Plaintiff's status as a woman was a substantial motivating reason for Defendants' conduct.

106. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

107. As a direct and proximate result of the above violations, Plaintiff has suffered damages in the form of past and future wage losses, lost benefits, other pecuniary losses, in an amount to be proven at trial.

108. As a further direct and proximate result of the Defendants' conduct, Plaintiff suffered and continues to suffer, deep anxiety, panic attacks, humiliation, embarrassment, mental anguish, and emotional and physical distress.

109. The conduct of Defendants was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendant and its agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against Defendants.

110. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to Government Code § 12965(b).

WHEREFORE, Petitioner prays for judgment against Respondents as set forth below.

SEVENTH CAUSE OF ACTION
Intentional Infliction of Emotional Distress
(Against All Defendants)

111. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

112. As alleged, Defendant Chawla's conduct was outrageous.

113. Chawla acted with reckless disregard of the probability that Plaintiff would suffer emotional distress, knowing that Plaintiff was present when the conduct occurred.

114. Plaintiff suffered extreme emotional distress as indicated by the lingering anxiety, fear, eating issues, and tremors.

115. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

116. The conduct of Defendants as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and their agents/employees or supervisors, authorized, condoned and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against Defendants.

WHEREFORE, Petitioner prays for judgment against Respondents as set forth below.

EIGHTH CAUSE OF ACTION
Failure to Pay Earned Wages
Violation of Labor Code § 204 and §210
(Against All Defendants)

117. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in this Complaint.

118. Labor Code § 204 requires that during the course of an employee's employment, all wages earned are due and payable on the regularly scheduled payday, and no less frequently than twice per month, with labor performed between the 1st and 15th days of any month to be paid not later than the 26th of the month, and labor performed between the 16th and last day of the month to be paid not later than the 10th day of the following month.

119. California Labor Code Section 210 provides, in part, that employers who fail to pay the wages of each employee semi-monthly, pursuant to Labor Code §204 et. seq. shall be subject to a penalty of \$100 for an initial violation and \$200 plus 25% of the unpaid wages for each subsequent violation.

120. Defendants misclassified Plaintiff as exempt from overtime and other requirements of the California Labor Code. At no time did Plaintiff qualify for any exemption, including the executive exemption or administrative exemption. While Plaintiff held the title of General Manager, she did not primarily manage an enterprise, department or subdivision, did not primarily direct the work of other employees, did not have the authority to hire and fire, and did not customarily and regularly exercise discretionary power and independent judgment. Similarly, Claimant's primary duties did not directly relate to management policies or general business operations of the employer. Plaintiff did not earn twice the California minimum wage for the hours she worked.

121. Defendants thus failed to pay Plaintiff all wages earned, including overtime pay pursuant to the California Labor Code. These violations were willful or intentional, subjecting Defendants to civil penalties under Labor code §210.

122. Defendants' unlawful acts and omissions deprived Plaintiff of timely wages in amounts to be determined at trial. Plaintiff is entitled to recover her lost wages and penalties pursuant to §210,

123. Plaintiff is entitled to recover interest and attorneys' fees pursuant to §218.5.

124. Pursuant to Labor Code §558.1, Defendant Chawla as an owner, director, officer, and/ or managing agent is personally liable for the above Labor Code violations.

WHEREFORE, Petitioner prays for judgment against Respondents as set forth below.

NINTH CAUSE OF ACTION
Failure to Pay Overtime Wages
Violation of California Labor Code § 510
(Against All Defendants)

125. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in this Complaint.

126. Defendants misclassified Plaintiff as exempt; they did not pay Plaintiff on an hourly basis and her compensation did not vary based on the number of hours she worked. Plaintiff routinely worked more than 8 hours per day and more than 40 hours per week. In addition to working long hours at the office, Plaintiff worked additional hours from home and/or the weekends.

127. The Company never paid Plaintiff an overtime premium for the overtime hours Clamant worked, either at 1.5 times her regular rate or 2 times her regular rate, as required by the California Labor

1 Code.

2 128. Defendants' unlawful acts and omissions deprived Plaintiff of overtime wages in amounts
3 to be determined at trial. Plaintiff is entitled to recover to the full amount of the unpaid overtime wages.

4 129. Plaintiff is entitled to interest and attorneys' fees and costs pursuant to Labor code
5 §218.5.

6 130. Pursuant to Labor Code §558.1, Defendant Chawla as an owner, director, officer, and/ or
7 managing agent is personally liable for the above Labor Code violations.

8 WHEREFORE, Petitioner prays for judgment against Respondents as set forth below.

9 **TENTH CAUSE OF ACTION**
10 **Failure to Pay Minimum Wage**
11 **Violation of California Labor Code §1197 and §1197.1**
(Against All Defendants)

12 131. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in
13 this Complaint.

14 132. California Labor Code § 1197 entitles employees to compensation at an amount equal to
15 or greater than the minimum wage for all hours worked.

16 133. California's minimum wage was \$16 per hour in 2024.

17 134. Defendants misclassified Plaintiff as exempt; they did not pay Plaintiff on an hourly basis
18 and her compensation did not vary based on the number of hours she worked. Plaintiff routinely worked
19 more than 8 hours per day and more than 40 hours per week. In addition to working long hours at the
20 office, Plaintiff worked additional hours from home and/or the weekends. As such, at times, Plaintiff
21 earned less than minimum wage.

22 135. As a result of these violations, Defendants are liable for unpaid minimum wages.

23 136. Plaintiff is entitled to recover attorneys fees and costs pursuant to Labor Code §1194.

24 137. Pursuant to Labor code §1194.2, Plaintiff is entitled to recover liquidated damages.

25 138. Pursuant to Labor Code §558.1, Defendant Chawla as an owner, director, officer, and/ or
26 managing agent is personally liable for the above Labor Code violations.

27 WHEREFORE, Petitioner prays for judgment against Respondents as set forth below.
28

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment against the Defendants, and each of them, as
3 follows:

- 4 1. Compensatory damages including lost wages, unpaid wages, and benefits in a sum
5 according to proof;
6 2. Emotional distress damages in a sum according to proof;
7 3. Overtime wages pursuant to Labor Code §510;
8 4. Statutory penalties pursuant to the California Labor Code;
9 5. Liquidated damages pursuant to Labor Code §1194.2;
10 2. Interest on judgment, including prejudgment interest, at the legal rate;
11 3. Punitive damages in a sum according to proof;
12 4. Attorney's fees and costs; and
13 5. For any further legal and equitable relief as the Court deems proper.

14
15 Dated: April 11, 2025.

RATNER MOLINEAUX, LLP

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17 _____
18 David S. Ratner
19 Shelley A. Molineaux
Attorneys for Plaintiff JANE DOE

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.
22

23 Respectfully submitted,

24 Dated: April 11, 2025.

RATNER MOLINEAUX, LLP

25 

26 _____
27 David S. Ratner
28 Shelley A. Molineaux
Attorneys for Plaintiff JANE DOE